

GENERAL SERVICES ADMINISTRATION (GSA) OFFICE OF INTERNAL ACQUISITION (OIA)

REQUEST FOR QUOTATION (RFQ) No: ID14170185

U.S. GENERAL SERVICES ADMINISTRATION
OFFICE OF CHIEF FINANCIAL OFFICER
FINANCIAL MANAGEMENT SERVICES

This Request for Quote is issued to all active schedule holders of GSA's Professional Services Schedule (00Corp) on SIN 520-11 Accounting

NAICS Code: 541219 and 541611

December 1, 2017

Questions Due NLT Noon EST, December 8, 2017

Quotations Due By NLT 4:00 PM EST, January 4, 2018



SECTION I

Letter to Interested Schedule Holders of PSS SIN 520-11 Accounting

To Whom It May Concern:

The General Services Administration (GSA), Office of the Chief Financial Officer (OCFO) has a need to obtain contractor support for Public Buildings Service (PBS) to achieve audit standards and meet financial and accounting requirements standards by ensuring that key accounts are accurate and maintained in accordance with the guiding regulations, policies, and directives.

As such, this Request for Quotation (RFQ) is being issued to GSA's Professional Services Schedule (00Corp) on SIN 520-11 Accounting.

The RFQ summary is as follows:

- (1) Statement of Work for Financial Management Services
- (2) Task Order Type: Labor Hour (LH)
- (3) Performance Period: One base year with four (4) one-year option periods
- (4) Quotations Due By NLT 4:00 PM EST, January 4, 2018.

All electronic quotation submissions shall only be made via GSA's electronic buying system, e-Buy. Any corrupt or unreadable documents shall not be considered for evaluation purposes. Any files not received by the cut-off date and time specified herein shall be deemed late and shall not be considered for evaluation.

If you have any questions regarding this RFQ, please contact GSA points of contact listed below.

GSA Contracting Officer (Primary POC):

Anita Little, E-mail: anita.little@gsa.gov, Tel.: 202-501-0087

GSA Contract Specialist (Alternate POC):

Natalia Belinsky, e-mail: natalia.belinsky@gsa.gov, Tel: (202) 694-2996

GSA OCFO Contracting Officer Representative (COR):

Alexis Duncan, e-mail: alexis.duncan@gsa.gov, Tel: (202) 304-8209

SECTION II Solicitation Information

1.0 GENERAL

In accordance with FAR 8.405-2, the Government contemplates placing a labor hour task order against Multiple Award Schedule (MAS) 00CORP The Professional Services Schedule (PSS); Special Item Number (SIN) 520-11 Accounting.

The Government may award tasks under Statement of Work (SOW) Section 3.2 and 3.4 to a Small Disadvantaged Business contractor. It is expected that Vendors will submit Quotations in accordance with the procedures and requisite requirements identified in this Solicitation and in accordance with their Professional Services Schedule (00Corp) on SIN 520-11 Accounting. This RFQ will be competed among GSA contractors on the GSA's Professional Services Schedule 00CORP on SIN 520-11 Accounting as listed on the cover page of this RFQ on an unrestricted basis.

2.0 SUBMISSION INFORMATION

Responses to this RFQ shall be submitted in electronic format via GSA's electronic buying system, e-Buy no later than Thursday, January 4, 2018, 4:00 PM Eastern Standard Time (EST). Quotations shall not be submitted to any other parties. Vendors are herein notified that any corrupt or unreadable documents shall not be considered for evaluation purposes. Any quotations not received by the cut-off date and time specified herein shall be deemed late and not considered for evaluation.

Questions pertaining to this RFQ shall be submitted via e-buy only NLT Noon EST, December 8, 2017, to the attention of GSA POCs identified in Section I above. Questions received after this cut-off date shall be addressed only at the discretion of the Contracting Officer.

3.0 FORMAT

No paper (hard copy) Quotations shall be accepted. All submitted electronic documents shall be in PDF, MS Word and MS Excel format. Each page in the submitted documents shall fit on 8 ½" X 11" paper size, with all text single-spaced, using font size no less than 11 points. All text and graphics shall be legible. Technical Quotation and Price Quotation shall be submitted as separate files.

No pricing information shall be included in the Technical Quotation.

Page limits are not inclusive of cover page, table of contents, and required attachments (Key Personnel Resumes, Quality Control Plan, Staffing Plan, and Transition Plan).

4.0 MINIMUM REQUIREMENTS

Vendors responding to this RFQ shall meet the following minimum requirements. Quotations that fail to meet any one of these minimum requirements shall not be further evaluated and shall be deemed ineligible for award.

- 4.1 Submit complete Quotation documentation in accordance with RFQ instructions;
- 4.2 The Government encourages forming Contractor Team Arrangement (CTA) among GSA's Professional Services Schedule (00CORP) on SIN 520-11 Accounting schedule holders.
- 4.3 Each team lead and team members' current and accurate Schedule contract pricing shall be posted in the GSA eLibrary portal.
- 4.4. Proposed prices shall be in accordance with the vendor's GSA's Professional Services Schedule (00Corp) on SIN 520-11 Accounting. The Government is seeking additional discounts off vendor's schedule contract prices.
- 4.5 Quotation shall be submitted by the Team Lead, if applicable; and,
- 4.6 Quotation shall identify Data Universal Numbering System (DUNS) Number for all team members (including Subcontractors) and each shall have current SAM registration as of the time of quotation submission.

5.0 QUOTATION CONTENT

Vendors are requested to provide a submission that is in accordance with the instructions in this RFQ, including the Evaluation Factors for Award section.

All vendor Quotations must include the data elements and information as follows.

5.1 PART 1 (TECHNICAL QUOTATION) (Total 65 Page Limit)

TECHNICAL EVALUATION CRITERIA	SOW Sections	Page Limit	Documents
Factor 1: Technical Approach	3.1-3.4	45 pages (not inclusive of required plans, resumes, past performance, or attachments)	-Cover Letter -Table of Contents -Technical Quotation -Staffing Plan -Quality Control Plan

Qualifications of Staffing		-Key Personnel Resumes
Factor 2: Past Performance	20 pages total	3 relevant projects within last 2 years

The Technical Quotation shall be separate from the Price Quotation. The Technical Quotation shall consist of narrative sections for each of the Technical Evaluation Criteria listed in the table below. Page limits for each evaluation factor are provided and are inclusive of each evaluation sub-factor. The Technical Quotation shall consist of the following:

- 1. Cover Letter,
- 2. Table of Contents,
- 3. Section addressing Factor 1 (Technical Approach), including all sub-factors,
- 4. Key Personnel Resumes,
- 5. Staffing Plan,
- 6. Quality Control Plan,
- 7. Conflict of Interest Statements completed by the proposed key personnel.

5.2 PART 2 (PRICE QUOTATION) (20 Pages Limit)

The Price Quotation shall be separate from the Technical Quotation. The Price Quotation shall consist of the following:

- 1. Cover Letter;
 - a. Identification of Team Members (including Task Order Lead, CTA Members, and Subcontractors, as applicable);
 - b. Identification of each Team Member's DUNS Number, IT Professional Services Schedule (00Corp) on SIN 520-11 Accounting Contract, as applicable; and,
 - c. DUNs Number
 - d. Tax ID Number
- The attached Price Schedules shall be completed and submitted under the price quote.
 However, the tables do not limit the offeror from supporting the pricing by means of a
 narrative.
- 3. Acknowledgement of Amendments, as applicable; and,
- 4. Statement that the Quotation shall remain valid for a minimum of ninety (90) days.

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6.0 EVALUATION FACTORS FOR AWARD

The following evaluation criteria will serve as the standard against which all quotations will be evaluated. All Factors are listed in descending order of importance. However, as Quotations become more equal in terms of technical/non-price evaluation factors, price will become the determining factor.

The extent to which the quotation demonstrates a clear understanding of the Statement of Work and the degree to which the proposed implementation approach is technically and managerially sound and likely to meet the objectives of the Financial Management Services project as described in this solicitation.. Any Quotation that fails to address any area will be deemed unacceptable and ineligible for award.

6.1 EVALUATION FACTOR 1 (TECHNICAL APPROACH)

The technical quote shall describe the firm's technical approach for delivering the financial and accounting requirements described in the RFQ; shall demonstrate past success, inclusive of corporate and/or government experience, in creating and successfully meeting due dates and timelines in support of Financial Management Services in environments within a large organization; shall demonstrate capability to field the resources necessary to perform the requirements identified in the RFQ; shall address the ability to recruit and retain key personnel and include a staffing plan, management plan, quality control plan; and shall address how to ensure compliance with the personnel requirements as stipulated under this RFQ/SOW throughout the entire period of performance.

6.1.1.1 MANAGEMENT PLAN

Management Plan: The Offeror's Management Plan shall demonstrate the Offeror's ability to effectively manage the project with a team who has experience with the following requirements outlined in the statement of work sections 3.1, 3.2, 3.3, and 3.4

The Offeror's Management Plan may include innovative techniques that the Offeror has developed or used on past projects that demonstrate successful delivery of a completed project in terms of scope, quality, timeliness and budget.

6.1.1.2 QUALIFICATIONS OF STAFFING

The technical quote shall include a staffing plan that supports the Government's financial needs and requirements described under the SOW. The Contractor shall describe the ability to provide experienced, qualified, trained, staff, and obtain a National Agency Check with Inquiries (NACI) Security Clearance immediately following award. As

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mentioned a staffing plan shall be submitted under the technical quote. The staffing plan shall address how the personnel will be managed and include a schedule outline of key staff that will be assigned to perform the task. The schedule shall include but not limited to:

- 1. Personnel Name,
- 2. Labor Category,
- 3. Professional Certifications (CPA, CGFM, CISA, etc.,) and advanced degrees,
- 4. Total years of financial management and accounting experience,
- 5. Total years employed by Contractor,
- 6. Provide the current security clearance level, date of clearance, and agency granting clearance (if exists).

The technical quote shall include a staffing plan that supports the Government's financial needs and requirements described under the SOW. The Contractor shall describe the ability to provide experienced, qualified, trained, staff, and obtain a National Agency Check with Inquiries (NACI) Security Clearance immediately following award.

The Offeror shall submit resumes for the proposed Key Personnel. GSA will evaluate the resumes of the personnel against the following criteria:

- Proposed individual meet the experience and educational requirements specified under the vendor's GSA MAS contract labor category description and qualifications.
- The proposed personnel proposed person demonstrates the competency to fulfill the requirements based on, by education and work experience, and expertise in supporting Financial Management Services as described under the SOW with a large organization.

Any quotation that fails to receive an overall rating of "Acceptable" or higher for Evaluation Factor 1 will be found technically unacceptable and ineligible for award. Accordingly, such quotations will not proceed to further technical evaluation under Evaluation Factor 2, and will receive no further consideration by the Government.

6.1.2 ADJECTIVAL RATINGS FOR EVALUATION FACTOR 1 (TECHNICAL APPROACH)

Technical/Non-Price Evaluation Factor 1 (Technical Approach) will be assigned a rating using the adjectival ratings/definitions with a combined technical/risk rating methodology being used. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses and deficiencies in determining technical ratings.

An unacceptable rating received for any of these factors or sub-factors will render the quotation unacceptable for further consideration in the selection process.

Any quotation that fails to receive an overall rating of "Acceptable" or higher for Evaluation Factor 1 will be found technically unacceptable and ineligible for award. Accordingly, such quotations will not proceed to further technical evaluation under Evaluation Factor 2, and will receive no further consideration by the Government.

Combined technical/risk evaluations shall utilize the combined technical/risk ratings as listed in the Table below.

Adjectival Rating	Combined Technical/Risk Rating Description
Outstanding	Quotation meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Quotation meets requirements and indicates a thorough approach and understanding of the requirements. Quotation contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Quotation meets requirements and indicates an adequate approach and understating of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on the contract performance. Risk of unsuccessful performance is very low.
Marginal	Quotation does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The quotation has one or more weakness which is not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Quotation does not meet requirements and contains one or more deficiencies. Quotation contains one or more deficiencies that can not be corrected without a major rewrite of the quote. The Quotation is technically unacceptable.

6.2 EVALUATION FACTOR 2 (PAST PERFORMANCE)

Past performance shall demonstrate the Vendor's experience in accomplishing all tasks in the RFQ. It shall include relevant Financial Management Services as described in the Statement of Work within a large organization. While the government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance

information rests with the Vendor.

Vendors shall describe three (3) relevant projects completed within the last two (2) years which is equal to or similar in scope and capacity and level of effort for the Financial Management services described under this Statement of Work.

The vendor shall provide relevant past performance project or program examples that include a brief description of the work performed and its relevance to this SOW, as well as the duration, size, scope, dollar value, and contract/order number of the referenced work. The Vendor's past performance shall demonstrate their knowledge, experience, ability to perform.

The Vendor, at a minimum, shall provide the following information for each relevant project:

- Company/Agency;
- City and State;
- Point of contact name;
- Point of contact telephone number and email address;
- Period of Performance:
- Estimated contract value;
- Detailed Description of work performed.

Project examples shall contain information as follows:

- Identification of Team Member who performed the work and entity role Project Name/Contract Number
- Customer Point of Contact for Project (phone number and email)
- Project performance period (include months/years)
- Dollar value of the entire project
- Summary of the project including a detailed description of the requirements and results achieved and the methodology, tools, and/or processes utilized in performing the work
- Narrative clearly articulating how the work is relevant to that of this Solicitation including identification of core area(s) of expertise related to this RFQ demonstrated in the performance of the project
- Relevant certifications shall be provided for each project example presented.
- Provide examples from past performance that demonstrate the ability to create and develop innovative techniques and business process improvement to complex financial and accounting problems. Examples should demonstrate the contractor's ability to create and propose innovative solutions that reduce time, save money, resolve complex accounting and financial management problems, and address unique accounting challenges.

6.2.1 ADJECTIVAL RATINGS FOR EVALUATION FACTOR 2 (PAST PERFORMANCE)

Evaluation Factor 2 will be evaluated according to the following ratings:

The evaluation of past performance results in an assessment of the Vendor's probability of meeting the requirements outlined in the Statement of Work. The past performance evaluation considers each Vendor's demonstrated recent and relevant record of performance in providing the services that meet the requirements outlined in the Statement of Work. One performance confidence assessment rating is assigned for each Vendor after evaluating the Vendor's recent past performance, focusing on performance that is relevant to the requirements outlined in the Statement of Work. Recent is defined as work performed within the last two years. Past performance must be recent and relevant to be considered.

IF THE VENDOR HAS NO RELEVANT PAST PERFORMANCE, it shall affirmatively state that there is no relevant past performance.

There are two aspects to the past performance evaluation.

The first is to evaluate the Vendor's past performance to determine how relevant a recent effort accomplished by the Vendor is to the effort to be acquired through the Task Order. Common aspects of relevance include similarity of service/support, complexity, dollar value, task order type and degree of subcontracting/teaming.

There are four levels of relevancy shown below. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

The Table below illustrates the past performance ratings rationale that will be applied as follows to Relevancy:

Adjectival Rating	Past Performance Relevancy Rating Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the Vendor performed on the contracts. The Government may refer to other Sources of Past Performance Information for Evaluation as follows:

- Past performance information may be obtained from questionnaires Past performance information may be obtained from any other sources available to the Government, to include, but not limited to, CPARS, PPIRS, and FAPIIS, Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency.
 - The evaluation team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

Past Performance Confidence Assessment. In conducting a performance confidence assessment, each Vendor shall be assigned one of the ratings in the table below. (Reference FAR 15.305(2) for information on assigning an unknown/neutral confidence rating.)

Adjectival Rating	Past Performance Confidence Assessment Description
Substantial Confidence	Based on the Vendor's recent/relevant performance record, the Government has a high expectation that the Vendor will successfully perform the required effort.
Satisfactory Confidence	Based on the Vendor's recent/relevant performance record, the Government has a reasonable expectation that the Vendor will successfully perform the required effort.
Limited Confidence	Based on the Vendor's recent/relevant performance record, the Government has a low expectation that the Vendor will successfully perform the required effort.
No Confidence	Based on the Vendor's recent/relevant performance record, the Government has no expectation that the Vendor will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Vendor's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

6.3 EVALUATION FACTOR 3 (PRICE)

A price analysis will be conducted. All vendors shall complete the attached price schedules and submit as part of the Price Quote to be considered fair and reasonable. Price shall include labor categories, hourly rates (with discounts offered from the contractor's current Authorized GSA Schedule price list included), and the number of hours for the required and optional services. Schedule vendor is required to provide pricing for the base year and all option years that covers all pricing for SOW Section 3.0.

The Government will evaluate the proposed total price for the total period of performance (one-year base and 4 one-year options) to determine that the price is valid, consistent with the prices, labor category rates included in the vendor's schedule contract, and to determine whether the proposed price is fair and reasonable in terms of quoted labor mix and level of effort.

The price quotation will be evaluated for consistency and understanding of the requirements set forth in this RFQ and SOW.

GSA will confirm that the rates in the Quotation are accurate when compared to the vendor's current schedule contract. Quotations containing inaccurate pricing information will be deemed ineligible for award and may not be further evaluated.

All Contractors shall provide pricing based on their GSA Federal Supply Schedule (FSS) contract. All Contractors are responsible for adhering to the terms and conditions of their FSS contract. Any additional discounts less the schedule pricing must be shown in the proposed pricing table.

GSA is seeking additional discounts over Contract discounts for use under this RFQ.

Open market items may be included on the vendor's price quotation but must be clearly marked and incidental to other items available on the vendor's GSA Schedule Price list.

6.3.1 EVALUATION OF PRICE QUOTATION

Evaluations will be conducted in accordance with Federal Acquisition Regulation (FAR) Part 8.405-2(d). Award will be made to the Vendor whose price quotation represents the best value and pricing arrangement to the government. Prices that are excessively high or low may be considered unreasonable, and may receive no further consideration. Prices will be evaluated to ensure consistency with the Vendor's GSA schedule contract.

7.0 BEST VALUE EVALUATION PROCESS

Quotations must demonstrate a clear understanding of the nature and scope of the work required. Failure to provide a responsive, reasonable, and complete Quotation may reflect a

lack of understanding of the requirements and may result in a Quotation receiving no further evaluation and determined ineligible for award.

Award of Labor Hour Task Order will be made to the responsible vendor whose Quotation conforms to the requirements outlined in this RFQ and is determined to represent the best value to the Government in terms of technical merit and proposed price.

Vendors should note that technical non-price factors, when combined, are significantly more important than price. However, as Quotations become more equal in terms of technical/non-price evaluation factors, price will become a more important factor.

To receive consideration for price evaluation, a rating of no less than "Acceptable" must be achieved for all non-price factors/criteria. Vendors must meet all the requirements for the technical/non-price factors in order to move forward with the price evaluation phase.

The Government intends to award without discussions. Professional Services Schedule (00Corp) on SIN 520-11 Accounting vendors shall provide their best, complete Quotation upon initial submission. The Government reserves the right to hold discussions if deemed necessary by the Contracting Officer.

8.0 EVALUATION OF OPTIONS

For award purposes, in addition to the vendor's response to the base period requirements, the Government will evaluate the vendor's Quotation in response to all RFQ option periods. Evaluation of the option periods will not obligate the Government to exercise the options.

9.0 SECURITY CLEARANCES

Upon successful completion of the contractor's HSPD-12 background check and a badge provided by the Government, the Government shall provide the contractor (s) instructions and access to IT systems identified in SOW Section 2.2, OCFO Systems, necessary to perform the requirements of this task. The Contractor shall protect identification badges and notify the COR immediately if badges are lost. The contractor will be required to turn in all badges upon termination of employment.

Security requirements resulting from implementation of Homeland Security Presidential Directive HSPD-12:

a) All contractor and sub-contractor employees that perform on this project/contract will be required to meet the latest established requirements of Homeland Security Presidential Directive (HSPD-12). Individual employees will submit security clearance requests in advance of contract performance with all required forms, identification, and certifications needed to have security clearances adjudicated by the appropriate office of the Department of Homeland Security (DHS). Only those employees receiving favorable clearances will be issued the proper badges/cards to access federally-controlled facilities.

b) The contractor must submit the necessary paperwork to conduct a National Agency Check with Inquiries (NACI) background investigation for each proposed personnel prior to working on the contract. Contractor will not be granted access to a GSA facility or to GSA IT systems prior to a favorable response to the fingerprint portion of this background investigation. An individual contractor's failure to return satisfactory results from the background investigation will result in immediate removal of that contractor.

10.0 PRIVACY ACT

Work on this contract will require personnel to have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

11.0 PROTECTION OF INFORMATION

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under the contract. In addition, the Contractor shall protect all government data, equipment, or information by treating the material as sensitive. SBU information, data, and/or equipment shall only be disclosed to authorized personnel. The Contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment shall be returned to Government control, destroyed, or held until otherwise directed. Items returned to the Government will be hand carried or mailed to the COR using certified mail. The Contractor shall destroy unneeded items by burning, shredding, or any other method that precludes the reconstruction of the material.

12.0 CONFIDENTIALITY OF DATA AND NONDISCLOSURE STATEMENTS

All Key Personnel assigned to this contract must complete and submit the Nondisclosure Confidentiality Agreement form (Appendix A) and Conflict of Interest Certification form (Appendix B) at the time of RFQ quotation submission.

SECTION III See Attached Statement of Work

13.0 GENERAL: See attached Financial Management Services Statement of Work (SOW).

SECTION IV Task Order Level Terms and Conditions

14.1 GENERAL: The terms and conditions provided for in the vendor's IT Professional Services Schedule (00Corp) on SIN 520-11 Accounting Contract are incorporated in this requirement.

All order of precedence issues shall be governed by FAR 52.212-4(s), as supplemented and deviated from in GSAR 552.212-4.

- **14.1.1 Period of Performance:** The period of performance is one base year with four option years. The Government will notify the vendor if it intends to exercise the option.
- **14.1.2 Task Order Award:** Award of the resultant Task Order shall be made via a bilaterally signed SF1449. Award shall consist of mandatory and optional Labor-Hour Contract Line Item Numbers (CLINs) for Financial Management Services for Base One-Year Period and Four One-Year Option Periods. Award shall consist of separate Contract Line Item Number (CLIN) for Labor Hours, identifying total not-to-exceed ceilings for Base Year services and each Option Year services.
- **14.2 TASK ORDER LEVEL CLAUSES:** In addition to the clauses set forth in the Contractor's IT Professional Services Schedule (00Corp) on SIN 520-11 Accounting Contract, the following additional task order level clauses are herein made a part of, and pertain to, any resultant contractual action for this Task Order.

14.2.1 Task Order Level Clauses Incorporated by Reference:

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses.

(a) Federal Acquisition Regulation: https://www.acquisition.gov/far/

The following clauses are incorporated by reference, and made a part of, the resultant task order:

Clause No	Title	Date
52.217-5	Evaluation of Options	JUL 1990
52.245-1	Government Property	JAN 2017
52.212-4	Contract Terms and Conditions. Commercial Items (Alt I)	JAN 2017
52.237-3	Continuity of Services	JAN 1991
52.244-6	Subcontracts for Commercial Items	JAN 2017

52.228-5	Insurance- Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.204-10	Reporting Executive Compensation and First Tier Subcontract	OCT 2016
	Awards	
52.217-7	Option for Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-8	Option to Extend Services	NOV 1999
	(a) Fill-In Date: 5 Days	
52.217-9	Option to Extend the Term of the Contract	MAR 2000
	(a) Fill-In Dates: 30, 90	
	(c) 60 months	

52.252-2 GSAM CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at: GSAM website: https://www.acquisition.gov/gsam/gsam.html

Clause No	Clause Title	Date
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	(Jun 2016)
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items	(Jun 2015)

SECURITY CLAUSES INCORPORATED BY REFERENCE

Clause No	Clause Title	Date
FAR 52.204-2	Security Requirements	(Aug 1996)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)
FAR 52.224-1	Privacy Act Notification	(Apr 1984)
FAR 52.224-2	Privacy Act	(Apr 1984)

FAR 52.239-1	Privacy or Security Safeguards	(Aug 1996)
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	(Jun 2016)
GSAR 552.204-9	Personal Identity Verification Requirements	(Oct 2012)
GSAR 552.239-70	Information Technology Security Plan and Security Authorization	(Jun 2011)
GSAR 552.239-71	Security Requirements for Unclassified Information Technology Resources	(Jan 2012)

GSA IT SECURITY POLICIES INCORPORATED BY REFERENCE

Safeguarding Sensitive Data and Information Technology Resources

- (a) In accordance with FAR 39.105, this section is included in the contract.
- (b) This section applies to all who access or use GSA information technology (IT) resources or sensitive data, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.
- (c) The GSA policies as identified in paragraphs (d), (e) and (f) of this section are applicable to the contract. These policies can be found at http://www.gsa.gov/directives.
- (d) All of the GSA policies listed in this paragraph must be followed.
 - (1) CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
 - (2) CIO P 2100.1 GSA Information Technology (IT) Security Policy
 - (3) CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
 - (4) CIO 9297.1 GSA Data Release Policy
 - (5) CIO 9297.2B GSA Information Breach Notification Policy
- (e) All of the GSA policies listed in this paragraph must be followed, when inside a GSA building or inside a GSA firewall.
- (1) CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
- (2) CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- (3) CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- (4) CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- (5) ADM P 9732.1D Suitability and Personnel Security
- (f) The GSA policies listed in this paragraph must be followed, if applicable. [Contracting Officer check all policies that apply.]
 - (1) _X__ CIO 2102.1 Information Technology (IT) Integration Policy
 - (2) _X__ CIO 2105.1C GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
 - (3) _X__ CIO 2106.1 GSA Social Media Policy

- (4) _X__ CIO 2107.1 Implementation of the Online Resource Reservation Software
- (5) X CIO 2108.1 Software License Management
- (6) _X__ CIO 2160.29 GSA Electronic Messaging and Related Services
- (7) _X__ CIO 2160.4A Provisioning of Information Technology (IT) Devices
- (8) CIO 2162.1 Digital Signatures
- (9) _X__ CIO P 2165.2 GSA Telecommunications Policy
- **14.2.2 Task Order Level Clauses Incorporated by Full Text:** The following clauses are incorporated by full text, and made a part of, the resultant task order:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty months.

(End of clause)

52.222-17 Nondisplacement of Qualified Workers (May 2014)

- (a) "Service employee", as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.
- (b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.
- (1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.
- (2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer

- employment under this contract, to any person prior to having complied fully with this obligation.
- (i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.
- (ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.
- (iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.
- (iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).
- (c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12 (c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.
- (2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.
- (3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order

- 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.
- (d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.
- (2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.
- (3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be.
- (i) Posted in a conspicuous place at the worksite; or
- (ii) Delivered to the service employees individually. If such delivery is via e-mail, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.
- (e)(1) If required in accordance with <u>52.222-41</u>(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of <u>52.222-41</u>(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

- (2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.
- (f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.
- (1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.
- (2) A copy of any record that forms the basis for any exemption claimed under this part.
- (3) A copy of the service employee list provided to or received from the contracting agency.
- (4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.
- (g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.223-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. Contact e-mail: displaced@dol.gov.
- (h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.
- (i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including

the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States. (k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor. such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

- (I) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures.
- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors:
- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond the base year period of performance. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the base year period of performance, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

14.3 INDIVIDUALS AUTHORIZED TO COMMIT THE GOVERNMENT: For purposes of the resultant Task Order, only GSA OIAContracting Officer, acting within the scope of their warrant authority, are empowered to execute contract actions, and any necessary modifications thereto. The Primary Contracting Officer for this Task Order shall be as follows:

Anita Little, E-mail: anita.little@gsa.gov, Tel.: 202-501-0087

14.4 Contracting Officer's Representative (COR): Any individual delegated as the Contracting Officer's Representative (COR) under the resultant Task Order shall be limited to technical cognizance and performance oversight. The COR shall not at any time execute contract actions or modifications therein. The Contracting Officer shall issue a formal COR appointment letter, to be included with the resultant task order award package, and shall provide a copy to the Contractor. Responsibilities and limitations on authority specific to the resultant Task Order shall be identified within the appointment letter. Any changes to the COR or assigned duties therein shall be made in writing by the Contracting Officer.

14.5 FUNDING AND PAYMENT:

- **14.5.1 Prompt Payment Requirements:** Payments will be processed in accordance with FAR Clause 52.212-4(i) Payments as supplemented and deviated from in GSAM Clause 552.212-4.
- **14.5.2 Funding Limitation Notice:** Further, in accordance with the Contract, the Offeror is herein advised FAR Clause 52.232-22 LIMITATION OF FUNDS (APR 1984) applies to the resultant Task Order as the Government expects to incrementally fund this Task Order as funds become available. The Offeror is herein advised that an initial incremental funding limitation ceiling shall apply, and be specified, at award; Contractor performance at any time may not exceed the specified funding limitations unless it is increased, in writing, via formal modification issued by the Contracting Officer.

14.6 INVOICES: The Contractor shall submit billings not more than monthly in accordance with the instructions below.

14.6.1 Submission of Original Invoices:

Invoices shall be submitted no later than the fifteenth calendar day of the month following performance and must be accompanied by all monthly status reports submitted during that period. The COR and CO shall receive a copy of the invoice and all supporting documentation. This can be done before, but no later than, the same time as invoice submission to the GSA Finance Office.

Invoices are authorized for payment upon the Government's receipt and acceptance of deliverables specified in the contract and the receipt of a valid invoice. Invoices, to be proper and payable, must include the following information:

- 1. Name and address of the Contractor, and
- 2. Invoice date and number, and
- 3. Contract Number, Order Number, and Pegasys Document Number (PDN) (listed in Block 20 of the SF-1449 or Block 4 of SF-300), any Contract Line Item Numbers, and the project title (Financial Management Services) and
- Description of the services provided including quantity, unit of measure, unit price and extended price of the item(s) delivered; period of service and/or dates that services were provided, etc., and
- 5. Name and address of official to whom payment is to be sent, and
- 6. Name, title, and phone number of person to be notified in event of defective invoice; and
- 7. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice.

The invoices on the labor-hour tasks submitted monthly shall include the following:

- Labor Category
- 2. Number of Labor Hours
- 3. Labor Rate

The Contractor shall submit an original invoice for payment to GSA Financial Operations & Disbursement Division. The contractor may submit original invoices electronically via the Vendor and Customer Self Service (VCSS) system. The contractor needs to be registered in VCSS in order to submit invoices electronically to the following web-based site: https://vcss.ocfo.gsa.gov.

Electronic Submission: The Vendor and Customer Self Service (VCSS) system, implemented by the General Services Administration (GSA), is a web-based application that allows vendors to create and process their invoices electronically (paperless) and track the status of payments made by GSA, and allows customers to view billing and payment information.

VCSS is a voluntary participation program; however any vendor desiring to participate must have a valid DUNS/DUNS+4 number and must register in the System for Award Management (SAM) database prior to registering in VCSS. Vendors can contact Dun & Bradstreet at http://fedgov.dnb.com/webformto obtain a DUNS/DUNS+4 number. The vendor must ensure that their SAM registration remains active at all times.

If interested in registering in VCSS, the Contractor needs to go to this web site: https://vcss.ocfo.gsa.gov and register. Also, here's the link to go to for the electronic submission of various invoices, going by the first two letters of the GSA purchase order# (PDN or ACT): https://financeweb.gsa.gov/vendorpayment/vpp

Invoice mailing address and contact information:

GSA, Attn: BCEB, PO Box 419279, Kansas City, MO 64141

1-800-676-3690 or email kc-accts-payable.finance@gsa.gov

A duplicate invoice with supporting documentation is sent to the COR and CO identified in the contract award. Who shall confirm deliveries or performance made against the invoiced line items to ensure that the correct amounts have been billed and documents any price reductions. The COR shall then sign the invoice and complete the Receiving Report to authorize the GSA's payment office to process payment of the invoices.

Copies of invoices shall be emailed to the designated Contracting Officer Representative (COR) that will be appointed following award of this task order.

Copies of invoices shall be emailed to the designated Contracting Officer.

Please Note: Failure to send both copies could delay your payment.

In those cases where the paying office is other than GSA, the invoice/paying office will be as specified in the order. One additional copy of each invoice, with supporting documentation, shall be submitted to the address as designated in the order. Invoices for final payment must be so identified and submitted when tasks have been completed and no further charges are to be incurred. These close-out invoices, or a written notification that final invoicing has been completed, must be submitted to the ordering agency within 30 days of task order completion. A copy of the written acceptance of task completion must be attached to final invoices. If the contractor requires an extension of the 30- day period, a request with supporting rationale must be received prior to the end of the 30-day period.

14.7 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS): GSA OIA shall prepare evaluations of contractor's performance under the resultant Task Order. In addition to a final CPARS assessment, interim evaluations shall also be completed annually. The contractor shall designate an appropriate point of contact (including name, telephone number and email) for use in registration of the resultant task order in the CPARS system for use in completing performance assessments. Performance assessments will be routed to this individual through the CPARS portal for coordinating comments with the Contractor in accordance with FAR

Section 42.1502. Any updates to the identified point of contract shall be made in writing to the Contracting Officer within five (5) business days to ensure timely update of the communication matrices housed within the CPARS portal.

SECTION V Task Order Price Schedule

15.0 GENERAL: Vendors shall prepare their price quotations using the attached Price Schedule template in MS Excel format. Vendors must ensure that their price quotations include proposed pricing for all tasks, CLINs, and deliverables as set forth in the SOW.

Price quotations that do not conform to the format in the attached Price Schedule template may be rejected and receive no further consideration for award purposes. Vendors shall indicate clearly only labor categories and associated hourly rates as set forth on their Schedule Contract.